

1 *Smith, Andre Mario el sui-juris; esquire*
2 7938 Broadway No. 1263
3 Lemon Grove, California, 91946
4 619-813-2881
5 Fax Number: N/A
6 andmarioith@yahoo.com
7 Attorney in-Fact; Lawful Counselor for:
8 *Special Interested Party Andre Mario Smith;*
9 *andre-mario: smith el sui-juris*
10 **Special Appearance Only**
11 ANDRE MARIO SMITH el sui-juris, Pro Se

7 **UNITED STATES DISTRICT COURT IN AND FOR THE**
8 **CENTRAL DISTRICT OF CALIFORNIA**
9 **BANKRUPTCY DIVISION**

10 In re:
11 CRESTLLOYD, LLC,
12
13 Debtor without Possession.

) Case No.: 2:21-bk-18205-DS

) Chapter 11

) **Special Interested Party Andre Mario**
) **Smith, by and through its duly authorized**
) **representative, Notice of Second Motion**
) **for Acceptance to Include Full Settlement**
) **& Closure and Order(s) for Transfer and**
) **Other Confirmation(s) Supra Protest**
) **nunc pro tunc; Memorandum of Points**
) **and Authorities In-Support Thereof;**
) **Office Oath Acceptance Certificate;**
) **Trustee Appointment; affidavit/-**
) **declaration and; order**

) Hearing

Date: March 09, 2023

Time: 11:30 a.m.

Place: Courtroom 1639

255 E. Temple Street
Los Angeles, CA 90012
(VIA ZOOMGOV ONLY)

22 **Greetings to all these presents shall come. Notice to Agent is Notice Principal.**

23 **Know all men by these presents. To each Party and their Attorney of Record.**

24 **Notice to Principal is Notice to Agent.**

26 - 1 -

27 Special Interested Party Andre Mario Smith, by and through its duly authorized
28 representative, Notice of Second Motion for Acceptance to Include Full Settlement &
Closure and Order(s) for Transfer and Other Confirmation(s) Supra Protest nunc pro tunc;
Memorandum of Points and Authorities In-Support Thereof; Office Oath Acceptance
Certificate; Trustee Appointment; affidavit/declaration and; Order

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

Page(s)

TABLE OF AUTHORITIES	3-4
NOTICE OF SECOND MOTION FOR ACCEPTANCE TO INCLUDE FULL SETTLEMENT AND CLOSURE	5-6
PRAYER	6
VERIFICATION	6
MEMORANDUM OF POINTS AND AUTHORITIES	7-14
I. INTRODUCTION	7
II. STATEMENT OF THE CASE	7-13
CONCLUSION	13
Deborah J. Saltzman Office Oath ACCEPTANCE CERTIFICATE	14
ACCEPTANCE CERTIFICATE	14
CERTIFICATE OF COMPLIANCE	15
EXHIBITS	
DECLARATION OF ANDRE MARIO SMITH	16-17
ORDER	18
PROOF OF SERVICE	

TABLE OF AUTHORITIES

CASES

Page

Winsett v. Donaldson Mich 1976) 244 N.W.2d 355 7

Flast v. Cohen, 392 U.S. 83, 94-95 1968 13

OTHER

Public Law 97-280, 96 stat 1211 Oct 4 1982 7

Executive Order 6100 of Sept 22 1990 7

Hebrews 6:16-17 7

Exodus 20:16 7

Psalms 117:2 7

John 8:32 7

II Corinthians 13:8 7

Leviticus 5:4-5 7

Leviticus 6:3-5 7

Leviticus 19:11-13 7

Numbers 30:2 7

Mathew 5:33 7

James 5:12 7

Peter 1:25 7

Hebrew 4:16 7

Legal Maxim: "He who does not deny, admits." 7

Hebrew 6:13-15 7

Legal Maxim: "He who fails to assert his rights has none." 11

Hebrews 4:16 11

Philippians 4:6 11

Ephesians 6:19-21 11

Government Code Section: 27201 12

1	Government Code Section: 27201.5	12
2	Government Code Section: 27287	12
3	Government Code Section: 27288	12
4	Government Code Section: 27279(a)	12
5	28 United States Code	14
6	Title 12 United States Code 95a	14
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

1 **NOTICE IS HEREBY GIVEN, PLEASE TAKE NOTICE** that on March 09, 2023, at
2 11:30a.m or as soon there-after as the matter can be heard in Courtroom 1639 on the 13th
3 floor of the United States Bankruptcy Court located at 255 E. Temple Street, Los Angeles,
4 CA 90012, it appears Special Interested Party Andre Mario Smith (“*the-one el*”) will, and by
5 this Notice filing hereby does, move this tribunal by *Notice of Second Motion for*
6 *Acceptance to Include Full Settlement & Closure and Order(s) for Transfer and Other*
7 *Confirmation(s) Supra Protest nunc pro tunc; Memorandum of Points and Authorities In-*
8 *Support Thereof; Office Oath Acceptance Certificate; Trustee Appointment;*
9 *affidavit/declaration and; Order for full settlement and closure of the above-captioned*
10 *matter/action/petition.*

11 **NOTICE IS HEREBY GIVEN, PLEASE TAKE FURTHER NOTICE** that it appears
12 the courtroom may/will be closed to the public and the hearing may/will be held via
13 Zoomgov, which provides both audio and video access. All parties and members of the
14 public may connect to the hearing free of charge. Zoomgov connection information for this
15 hearing will be posted on the Courts public calendar for Judicial Officer Saltzman,
16 accessible on the court's website: <http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/default.aspx>.
17 More information on using Zoomgov to participate in this hearing is available on the Court's
18 website at the following web address: [http://www.cacb.uscourts.gov/news/zoom-video-](http://www.cacb.uscourts.gov/news/zoom-video-hearing-guide-participants)
19 [hearing-guide-participants](http://www.cacb.uscourts.gov/news/zoom-video-hearing-guide-participants).

20 **NOTICE IS HEREBY GIVEN, PLEASE TAKE FURTHER NOTICE** that it appears
21 *the-one el* hereby appoints Judicial Officer Deborah J. Saltzman (“Trustee”) trustee of the
22 instruments dated January 31, 2022, filed and accepted without recourse or rebuttal in the
23 amount certain \$ 999,999,999 at the above-captioned tribunal February 16, 2022, (docket
24 no.: 128) (“*Legal Tender*”), and further duly authorized to use *the-one el(s’)* exemption to
25 negotiate said instruments expediently and remit, the likes and/or otherwise, payment, the
26 likes and/or otherwise to any and all Partys’ meeting Trustee requirements for remittance,
27 the likes and/or otherwise nunc pro tunc.

28 **NOTICE IS HEREBY GIVEN, PLEASE TAKE FURTHER NOTICE** that it appears

1 *the-one el* hereby duly authorizes Trustee to appoint and/or otherwise assign necessary
2 duties to other Party(s), including but not limited to the U.S. Treasury to aid in the
3 expedient full Settlement & Closure. Each Party is held harmless, indemnified and duly
4 authorized to cure and/or undermine any and all defects nunc pro tunc.

5 **NOTICE IS HEREBY GIVEN, PLEASE TAKE FURTHER NOTICE** that it
6 appears *the-one el* hereby responds and otherwise in *good-faith* accept(s) for honor and
7 value Docket No.: 450. As such, there is no controversy. *the-one el*, by, through and/or
8 otherwise its' own *free-will-act-deed* affirm(s), declare(s), certify(s), decree(s), the likes and
9 otherwise, without recourse, there is no controversy.


10 **WHEREFORE**, based on the foregoing *the-one el* orders:

11 (a) peace;

12 (b) Full settlement and closure of the above-captioned matter;

13 Date: February 08, 2023

Peacefully,

14 
15 by *Smith, Andre Mario el sui-juris*

16 *Smith, Andre Mario el sui-juris.*
17 *attorney in-fact; lawful counselor for*
18 *Special Interested Party:*
Andre Mario Smith.
all rights reserved and exercised.

VERIFICATION

19 I, Andre Mario Smith, am the Special Interested Party in the above-entitled proceedings.
20 I have read the foregoing petition and know its contents. The contents are true to my
21 knowledge, except to those matters which are alleged on information and belief. I believe
22 those matters alleged on information and belief to be true.

23 I declare under penalty of perjury that the foregoing is true and correct. This verification
24 was executed on February 08, 2023, at San Diego, California.

25 Peacefully,

26 
27 by *Andre Mario Smith el sui-juris*

28 *Andre Mario Smith el sui-juris.*
Verification provider.
all rights reserved and exercised.

POINTS MEMERANDUM AND AUTHORITIES
INTRODUCTION

1. It appears *the-one el* seeks to settle and close the matter expediently and competently, including but not limited to full refund to Richard Saghian in the amount certain \$141,000,000.00, with any/all interest at the lawful rate and reimbursement of any/all other approved cost/expenses excluding legal fees/cost/etc without recourse.

STATEMENT OF FACTS

2. It appears Congress declares, in relevant part, Bible “ the word of God.” (See Public Law 97-280, 96 stat 1211 Oct 4 1982 & Executive Order 6100 of Sept 22 1990)
3. It appears all men and women know that the foundation of law and commerce exists in the telling of the truth, the whole truth, and nothing but the truth.
4. It appears an unrebutted affidavit stands as truth in commerce. It appears in commerce truth is sovereign. It appears truth is sovereign-and the Sovereign tells only the truth. It appears your word is your bond. (See Exodus 20:16; Psalms 117:2; John 8:32; II Corinthians 13:8)
5. It appears truth is expressed in the form of an affidavit. (See Leviticus 5:4-5; Leviticus 6:3-5; Leviticus 19:11-13; Numbers 30:2; Mathews 5:33; James 5:12)
6. It appears an unrebutted affidavit stands as truth in commerce. Claims made in your affidavit, if not rebutted, emerge as the truth of the matter. (See Peter 1:25; Hebrews 6:13-15. See also Legal Maxim: “He who does not deny, admits.”)
7. It appears Statements in Affidavits that are not rebutted by opposing party’s affidavit or pleadings may be accepted as true by trial court. He who does not deny, admits. A claim brought in law that is not contested or rebutted, then stands true. Hence silence to a controversy is considered consent to any judgment. (See Winsett v. Donaldson Mich 1976 244 N.W.2d 355)
8. It appears an unrebutted affidavit becomes the judgment in commerce. It appears there is nothing left to resolve. (See Hebrews 6:16-17) Here, it appears on February 16, 2022, *the-one el* filed with the above-captioned tribunal, a duly executed: *Notice of Revocation of and Collapse of Deed of Trust Affidavit Acknowledged for All-*

Purpose(s) February 14, 2022 (**See** Docket No.: 128); an *Ownership Affidavit* Acknowledged for All-Purpose(s) February 14, 2022 (**See** Docket No.: 128); and an *Affidavit in Lawful Possession/Notice to Parties* Acknowledged for All-Purpose(s) February 14, 2022. (**See** Docket No.: 128)

9. It appears the Notice of Revocation of and Collapse of Deed of Trust, Ownership Affidavit, and Affidavit in Lawful Possession/Notice to Parties were not rebutted within the lawfully allotted time period of thirty (30) days and, therefore, stands as truth and judgment in commerce and the above-captioned tribunal as there is nothing else to resolve. It the-one declares, decrees, and affirms as much. It appears *the-one-el* believes evidence to the contrary does not exist.

10. It appears the-one filed, with the above-captioned tribunal, a duly executed: *UCC FINANCING STATEMENT Affidavit* duly executed and filed/accepted-privately with California State Secretary on September 03, 2021, Book & Page No(s): B0424-5626 – B0424-5629; a *Security Agreement-Non-Negotiable Affidavit*, duly executed and filed/accepted-privately with (custodian of records) California State Secretary the 2nd day of June, 2021, No.: 98082; a *Power of Attorney Unlimited Affidavit*, duly executed and filed/accepted-privately with (custodian of record) California State Secretary on the 2nd day of June, 2021, No.: 73909; a *Common Law Copyright Notice Affidavit* duly executed and filed/accepted-privately with (custodian of record) California State Secretary on the 2nd day of June, 2021, No.: 54334; a *Hold Harmless and Indemnity Agreement Affidavit* duly executed and filed/accepted-privately with (custodian of record) California State Secretary on the 2nd day of June, 2021, No.: 20876; a *United States of America, Department of State annexing Notice/Certificate/Affidavit* duly executed and filed/accepted-privately with (custodian of record) Secretary of State Rex W. Tillerson, successors and-or assigns February 26, 2018, No.: 18022467-4, and (custodian of record) California State Secretary on the 1st day of December, 2017, No.: 38911; an *American BAR Association & International BAR Association Affidavit of Obligation-International*

1 *Commercial Lien* duly executed and filed/privately-accepted with/by (custodian of
2 record) California State Secretary on the 4th day of May, 2021, Registered Mail No.:
3 RF 389 374 132 US; a *Private and Confidential Matters of Private Equity Affidavit*
4 duly executed and filed/privately-accepted with/by (custodian of record) Office of the
5 Attorney General, Attorney General of the United States William Barr, successors
6 and/or assigns, U.S. Department of Justice December 18, 2020, Registered Mail No.:
7 RF 389 375 331 US; a *Declaration of Political Status of andre-mario: smith (el)*
8 *Affidavit-Correct the Fraud and/or Mistake and Make Declaration for Restoration of*
9 *Proper Status Affidavit* duly executed and filed/privately-accepted with/by (custodian
10 of record) Office of the Inspector General c/o Michael E, Horowitz, successor(s)
11 and/or assign(s), Inspector General of the United States, April 29, 2022, Certified
12 Mail No.: 7020 2450 0001 0419 1626; *AFFIDAVIT OF OWNERSHIP-DEED OF*
13 *OWNERSHIP Affidavit* duly executed and witnessed by Jurat April 16, 2019;
14 *PUBLIC, Private, and Legal Notice and Declaration to Rescind Church Membership*
15 *Affidavit; Notice to Agent is Notice to Principal and Notice to Principal is Notice to*
16 *Agent*, duly executed December 31, 2020; *Declaration of Sovereign Authority, And,*
17 *Affidavit of Reservation of Rights UCC 1-308/1-207*, duly executed and witnessed by
18 jurat September 22, 2021; a *MANDATORY NOTICE-Foreign Sovereign Immunities*
19 *Act, Sections 1605 and 1607, NOTICE OF LIABILITY: 18 USC 2333, 18 USC 1341*
20 *and 1342 Affidavit* duly executed and acknowledged for All-Purpose(s) 28th day of
21 February, 2018; a *Revocation and Termination of All Prior Power(s) of Attorney* duly
22 executed and witnessed by jurat on 22nd day of September, 2021; an *AFFIDAVIT*
23 *OF BENEFICIAL OWNERSHIP* duly executed, witnessed by jurat, and
24 Acknowledged for All-Purpose(s) on 22nd day of September, 2021; an *AFFIDAVIT*
25 *OF RECISSION, ANDRE MARIO SMITH*, duly executed and witnessed April 10,
26 2018; a *Notice of Private Trust Arrangement Affidavit* duly executed, witnessed by
27 jurat and Acknowledged for All-Purpose(s) 22nd of September, 2021; a *Fee*
28 *Schedule-Notice Against Trespass Affidavit* duly executed and Acknowledged for

1 All-Purpose(s) July 31, 2022; an Offer Acceptance Notice Affidavit for 944 Airole
2 Way, Los Angeles, California, 90077, (refers to Offeror: Crestlloyd,LLC, by and
3 through its duly authorized representative Nile Miami, Acceptor: andre-mario: smith.
4 REGISTERED MAIL No.: RF 384 358 861 US); a *Cease and Desist Notice Affidavit*
5 (refers/related/pertaining to Concierge Auctions) for 944 Airole Way, Los Angeles,
6 California, 90077, auction and all other interested parties, REGISTERED MAIL No.:
7 RF 384 358 861 US; a UNITED STATES DISTRICT COURT IN AND FOR THE
8 CENTRAL DISTRICT OF CALIFORNIA BANKRUPTCY DIVISION, Case No.:
9 2:21-bk-18205-DS, *Special Interested Party Andre Mario Smith Good-Faith,*
10 *\$ 500,000,000.00 Winning Overbidder Notice* (Lodged); a *California State Secretary*
11 *UCC Financing Statement* for U.S. Bankruptcy Court, Central District of California,
12 Case No.: 2:21-bk-18205-DS, Doc No.: 128, California Secretary of State book(s)
13 and page number(s): B0651-4396 – B0651-4420; 944 Airole way, *the-one, bel-air*
14 *trust GRANT DEED.*

15 11. It appears the items appearing in paragraph 10 were not rebutted within the lawfully
16 allotted thirty (30) day time period and, therefore, emerges, stands as truth, the
17 judgment in commerce and the above-captioned tribunal as there is nothing else to
18 resolve. It appears the-one declares, decrees, and affirms as much. It appears *the-one el*
19 believes evidence to the contrary does not exist.

20 12. It appears on or before September 06, 2022, *the-one el* filed with Superior Court of
21 California in and for County of Los Angeles, LAX branch, W92 Division a duly
22 executed and Acknowledged for All-Purpose(s) a Sovereignty Affidavit and Religious
23 Freedom Affidavit.

24 13. It appears the items appearing in paragraph 12 were not rebutted within the lawfully
25 allotted thirty (30) day time period and, therefore, each affidavit emerges, stands as
26 truth and the judgment in commerce and the above-captioned tribunal as there is
27 nothing else to resolve. It appears the-one declares, decrees, and affirms as much. It
28 appears the-one el believes evidence to the contrary does not exist.

1 14. It appears in commerce for a matter to be resolved it must be expressed. (See Hebrews
2 4:16; Philippians 4:6; Ephesians 6:19-21 & Legal Maxim: “He who fails to assert his
3 rights has none.”)

4 15. Here, it appears every man/woman has failed to assert his/her rights to the indigenous
5 lands and, therefore, has none within the lawfully allotted thirty (30) day time period.
6 As such, the unrebutted affidavits emerges, stands as truth, the judgment in
7 commerce and the above-captioned tribunal as there is nothing else to resolve. It
8 appears the-one declares and affirms as much. It appears *the-one el* believes evidence
9 to the contrary does not exist.

10 16. It appears, in law, acquiescence occurs when a person knowingly stands by without
11 raising any objection to the infringement of their rights, while someone else
12 unknowingly and without malice aforethought makes a claim on their rights.

13 17. Consequently, it appears the person whose rights are infringed loses the ability to
14 make a claim, against the infringer, or succeed in an injunction suit due to the
15 infringer’s conduct.

16 18. It appears the term is most generally a kind of “permission” given by silence or
17 passiveness.

18 19. Here, it appears every man/woman that may have rights to the indigenous lands has
19 acquiesced to the infringement of his/her rights and has lost the ability to make a
20 claim or succeed in an injunction suit due to the-one el acts.

21 20. It appears a rule of law permits one to assume a fact is true until such time as there is
22 a preponderance (greater weight) of evidence which disproves or outweighs (rebutts)
23 the presumption.

24 21. Here, it appears one may have assumed/presumed Richard Saghian (“not the-one”)
25 “owned” the indigenous lands, however, having been presented with the items listed
26 in paragraphs 08, 10, and 12, an extraordinarily overwhelming preponderance of
27 evidence, this false-hood has been proven beyond a reasonable doubt to be false and
28 leaves no doubt the-one el, in-fact and otherwise, is the only true, correct, and lawful

1 steward, owner, holder, holder-in-due-course, landlord, Manor-lord, owner in lawful
2 possession, affirmed occupant, the likes, and otherwise of the indigenous lands. It
3 appears *the-one el* declares, decrees, and affirms as much. It appears *the-one el*
4 believes evidence to the contrary does not exist.

5 22. It appears each presumption is based upon a particular set of apparent facts paired
6 with established laws, logic, reasoning, or individual rights.

7 23. It appears if a fact is absolute it is not truly a presumption at all, but a certainty.

8 24. Here, it appears *the-one el* has presented true and correct facts that would lead any
9 prudent individual to believe with certainty he “owns” the indigenous lands, rebutting
10 the presumption that not the-one is the “owner.” It appears *the-one el* declares,
11 decrees, and affirms as much. It appears *the-one el* believes evidence to the contrary
12 does not exist.

13 25. It appears the California Government Code provides, in relevant part, “...that after
14 being acknowledged, any instrument... affecting the title to or possession of real
15 property may be recorded.” (Government Code Section(s): 27201, 27201.5, 27287,
16 and 27288)

17 26. It appears the word instrument means a written paper signed by a person or persons
18 transferring the title to, or giving a lien on real property, or giving a right to a debt or
19 duty. (Government Code Section 27279[a])

20 27. It appears the general purpose of recording statutes is to permit (rather than require)
21 the recordation of any instrument which affects the title to or possession of real
22 property, and to penalize the person who fails to take advantage of recording.

23 28. When properly executed, delivered and accepted, it appears a deed transfers title to
24 real property from one person to another person; transfer may be voluntary, or
25 involuntary by act of law, such as a foreclosure sale.

26 29. It appears priority of recordation ordinarily determines the rights of the parties if
27 there are conflicting claims to the same parcel of land/property, i.e., the title thereto
28 or an interest therein.

1 30. It appears the instrument recorded first in the chain of title would generally achieve
2 priority over subsequent recorded instruments.

3 31. Here, it appears *the-one el* recorded its instrument first in the chain, February 16,
4 2022, long before not the-one ever made in appearance, or otherwise, in the
5 Bankruptcy proceedings wherein *the-one el* lawfully acquired its lawfully conveyed
6 interest in the indigenous land.

7 CONCLUSION

8 32. *the-one el* filed the instruments, on February 16, 2022, for redemption including, but
9 not limited to: the full settlement and closure of the above-captioned case and; to
10 remedy any harm that may, or may not, come to any-all parties affected by the
11 transfer of lands most commonly known as 944 Airole Way, Los Angeles, california
12 [90077], referred to herein as the One, Bel-Air.

13 33. Having received an Offer for the One, Bel-Air, referred to herein as the offer,
14 available at theonesecrets.com as of 12/27/21, 5:55pm, on or before January 31,
15 2022, referred to herein as the Point of No Return, considered the offer prior to the
16 Point of No Return, evidence by Standard Forms 273, 274, 275, referred to herein as
17 the Instruments, duly executed on or before the Point of No Return, and accepting the
18 Offer prior to the Point of No Return, *the-one el* has a lawful contract with
19 Crestlloyd, LLC, referred to herein as debtor and-or debtor without possession.

20 34. *the-one el* has duly conveyed its' interest in the One, Bel-Air.

21 35. By its filing on February 16, 2022, [Docket No.: 128] the-one has extinguished all
22 controversies in this matter.

23 36. Justiciability is the term of art employed to give expression to dual limitation placed
24 upon federal courts by the case and controversy doctrine. (*See Flast v. Cohen*, 392
25 U.S. 83, 94-95 [1968]).

26 37. Here, *the-one el* has a lawful objection to discharge, a lawful contract with debtor-
27 debtor without possession, accepted the controversies, and bonded the case [Docket
28 No.: 128] to settle said controversies, thereby extinguishing all controversies,

1 removing jurisdiction of the above-captioned tribunal except administrating the full
2 settlement and closure of the above-captioned case, and confirmation of transfer.
3 Further sayeth naught.

4 38. All other facts, circumstances, case law, and otherwise, hereby incorporated by
5 reference.

6 39. 28 U.S.C permits the creation of this remedy. Title 12 USC 95a authorizes the
7 administration and implementation of said remedy.

8 **Deborah J. Saltzman OFFICE OATH ACCEPTANCE CERTIFICATE**

9 I, Andre Mario Smith, by this writing, and my signature, hereby accept Deborah J.
10 Saltzman Office Oath. (Insert/attach a certified copy of your [Deborah J. Saltzman]
11 Office Oath here) *by: Andre Mario Smith el sui-juris*

12 Andre Mario Smith *el sui-juris*

13 Date: February 08, 2023.

Peacefully,

14 *by: Smith, Andre Mario el sui-juris*
15 *© 2021/22*

16 Smith, Andre Mario.
17 attorney in-fact; lawful counselor for
18 Special Interested Party:
Andre Mario Smith.
all rights reserved and exercised.

19 ***Acceptance Certificate***

20 13. I, Andre Mario Smith, Special Interested Party, hereby certify declare and affirm
21 that I accept all charges, and/or debts against Debtor without Possession, except: all charges
22 and/or debts against Debtor without Possession.

23 14. Please accept this *good-faith* certificate as proof/evidence of my *acceptance*.

24 DATE: February 08, 2023

Peacefully,

25 *by: Andre Mario Smith el sui-juris*
26 *© 2021/22*
27 *Andre Mario Smith el sui-juris.*


28 Andre Mario Smith *el sui-juris*.
All Rights Reserved and exercised.

COMPLIANCE CERTIFICATE

Counsel of Record hereby certifies that pursuant to Rule 8.204(c)(1) and/or 8.360(b)(1) of the California Rules of Court, the enclosed Appeal ANDRE MARIO SMITH is produced using 13-point Roman type including footnotes and contains approximately 3969 words, which is less than the total words permitted by the rules of court. Counsel relies on the word count of the computer program used to prepare this writing.

Date: February 08, 2023.

Peacefully,


Smith, Andre Marioel *si juris*
attorney in-fact; lawful counselor for
Special Interested Party:
Andre Mario Smith.
all rights reserved and exercised.

greetings to all these presents shall come; know all men by these presents:

I, *Andre Mario Smith*, declare and affirm the following; it appears:

Affidavit/Declaration/Wishes/Rogatory Letter

1. Judicial Officer, I am here as the third-party Intervenor to make a Special Appearance as the Authorized Representative for the Special Interested Party *Andre Mario Smith*.
2. As an *american, amurru washitaw de dugdahmoundyah muur, autochthonous, indigenous, muur, original, natural man, NOT a 14th Amendment citizen* of the UNITED STATES et al. my authority comes from *jehovah, the most-high-highest, and Original Creator of all Trusts*;
3. to do an *Acceptance for Honor* for the debts owed by the Debtor without Possession, to forgive and discharge the Debtor without Possession debt and answer any/all prayer(s).
4. I accept for value/return/honor all charging instruments in this matter and make my exemption as Principal available for discharge of all obligations and charges connected with this case.
5. Special Interested Party *Andre Mario Smith*, by and through its duly authorized representative, has accepted the charges-debts against Debtor without Possession, except, the allegations-charges against Defendant, by declaration.
6. Please use my exemption for offset and adjustment of the Public charges against the court and release the proceeds to I immediately.
7. Please provide an accounting of the total amount of the Bill post settlement and closure of this account/case.
8. I accept your charge(s) for value-honor and consideration in return for Post Settlement and closure of **UNITED STATES BANKRUPTCY COURT, CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION** et. al. Case No.: 2:21-bk-18205-DS, by-through: **Account No.:** 561-81-3598, **CUSIP No.:** 561813598CA; and **AUTOTRIS No.:** 561813598, **SID No.:** CA/42615005, **Prepaid Account No.:** F88010273, **Posted Registered Mail No.:** RB723823976US.

1 9. Use my exemption and/or account information for full settlement and closure of this
2 account/case as the account is prepaid and exempt from levy. (See **Exhibit I**, W-9;
3 **Exhibit II**, UCC 1 Financing Statement; **Exhibit III**, Form 56; **Exhibit IV**; Power of
4 Attorney)

5 I, the undersigned declare and affirm without penalty of perjury that the foregoing is true
6 and correct.

7 *it is so ordered*

8 DATE: February 08 2023.

Peacefully recorded,

9
10 *by: Smith, Andre Mario Sui-juris*
11 *Smith, Andre Mario Sui-juris*
12 *attorney in-fact lawful counsel*
13 *for: Andre Mario Smith. all*
14 *rights reserved and exercised.*
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDER

Full settlement and closure as described above is *so ordered*.

DATE:

—

Deborah J. Saltzman.

Judicial Officer.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

A true and correct copy of the foregoing document entitled (specify): Special Interested Party
Andre Mario Smith, by and through its duly authorized representative, Notice of Second
Motion for Acceptance to Exclude Full Settlement & Closure and Orders for Transfer and
Other Confirmations) Supra Process nunc pro tunc; Memorandum of Points and Authorities
will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in
the manner stated below: In Support thereof; Office with Acceptance Certificate;
Trustee Appointment; Affidavit/Declaration and order

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General
Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date)
February 14, 2023 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that
the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated
below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) February 14, 2023, I served the following persons and/or entities at the last known addresses in this bankruptcy
case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail,
first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the
judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method
for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served
the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to
such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration
that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is
filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

February 14, 2023 Patricia A. Jackson By: Patricia Jackson
Date Printed Name Signature

**SERVICE LIST
(Manual Notice)**

Concierge Auctions, LLC
405 Lexington Avenue, 26th Floor
New York, NY 10174

Katharine E Dernier
DENTONS US LLP
4520 Main Street, Suite 1100
Kansas City, MO 64111-7700

Christopher Giaimo
SQUIRE PATTON BOGGS (US) LLP
2550 M Street, NW
Washington, DC 20037

Levene, Neale, Bender, Yoo & Golubchik LLP
2818 La Cienega Avenue
Los Angeles, CA 90034

Gregory Morrow
The Morrow Group
10401 Wilshire Blvd., Ste 1102
Los Angeles, CA 90024

Robert F Scoular
DENTONS US LLP
601 South Figueroa Street, Suite 2500
Los Angeles, CA 90017-5704

Martin D Singer
Lavelly & Singer Professional Corporation
2049 Century Park East Ste 2400
Los Angeles, CA 90067-2906

Andre Mario Smith
7938 Broadway #1263
Lemon Grove, CA 91946

The Beverly Hills Estate and Compass
8878 Sunset Boulevard
West Hollywood, CA 90069

SERVICE LIST
(Via NEF)

- Kyra E Andrassy kandrassy@swelawfirm.com,
lgarrett@swelawfirm.com;gcruz@swelawfirm.com;jchung@swelawfirm.com
- Todd M Arnold tma@lnbyg.com
- Jerrold L Bregman jbregman@bg.law, ecf@bg.law
- Marguerite Lee DeVoll mdevoll@watttieder.com
- Thomas M Geher tmg@jmbm.com, bt@jmbm.com;fc3@jmbm.com;tmg@ecf.inforuptcy.com
- David B Golubchik dbg@lnbyg.com, stephanie@lnbyb.com
- James Andrew Hinds jhinds@hindslawgroup.com; mduran@hindslawgroup.com,
mduran@hindslawgroup.com
- Robert B Kaplan rbk@jmbm.com
- Jane G Kearl jkearl@watttieder.com
- Jennifer Larkin Kneeland jkneeland@watttieder.com
- Michael S Kogan mkogan@koganlawfirm.com
- Noreen A Madoyan Noreen.Madoyan@usdoj.gov
- Ryan D O'Dea rodea@shulmanbastian.com, lgauthier@shulmanbastian.com
- Sharon Oh-Kubisch sokubisch@swelawfirm.com,
gcruz@swelawfirm.com;lgarrett@swelawfirm.com;jchung@swelawfirm.com
- Ronald N Richards ron@ronaldrichards.com, morani@ronaldrichards.com
- Victor A Sahn vsahn@sulmeyerlaw.com, pdillamar@sulmeyerlaw.com; pdillamar@ecf.inforuptcy.com;
vsahn@ecf.inforuptcy.com; cblair@sulmeyerlaw.com; cblair@ecf.inforuptcy.com
- William Schumacher wschumac@milbank.com, autodocketecf@milbank.com
- David Seror dseror@bg.law, ecf@bg.law
- Zev Shechtman zshechtman@DanningGill.com, danninggill@gmail.com;zshechtman@ecf.inforuptcy.com
- Mark Shinderman mshinderman@milbank.com, dmuhrez@milbank.com; dlbatie@milbank.com
- Lindsey L Smith lls@lnbyb.com, lls@ecf.inforuptcy.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- Jessica Wellington jwellington@bg.law, ecf@bg.law